



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

July 6, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO LEASE NO. 75257
DISTRICT ATTORNEY
3220 ROSEMEAD BOULEVARD, EL MONTE
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

This recommendation is for a lease amendment which would extend the term by five years allowing the District Attorney continued occupancy of 12,305 rentable square feet of office space and 43 parking spaces.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this lease amendment is categorically exempt from the California Environmental Quality Act pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Chair to sign the lease amendment with Town Investment, LLC (Lessor) to extend the term for five years at a maximum first year annual rent of \$223,067, 100 percent State funded, for the District Attorney's continued occupancy of 12,305 rentable square feet of office space and 43 parking spaces at 3220 Rosemead Boulevard, El Monte.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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3. The five-year extension term will commence upon approval of the amendment by the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Renewal of this lease will allow the District Attorney (DA) to continue providing a wide range of client services to victims/witnesses throughout the County of Los Angeles (County), through the Claims Verification Unit (CVU) and the DA Victim-Witness Assistance Program (VWAP). The programs have occupied the space since April 2000. The current lease expired on April 30, 2010, and occupancy has continued on a month-to-month holdover tenancy.

The VWAP helps crime victims and their families with crisis intervention, emergency food and shelter, restitution, notification of court proceeding, court escort, victim impact statements, and filing compensation claims. Victims may be compensated from the State Victim of Crime fund for medical bills, mental health counseling, wage losses, funeral/burial and relocation expenses. The CVU serves as an administrative function. The CVU is a direct services program that determines the eligibility for benefits and expedites claims. Retaining the premises will provide continued administrative office space for the DA until such time that they can cancel the lease and potentially relocate to the Hall of Justice.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-orientated and efficient public services (Goal 1) and enrich lives through integrated, cost-effective and client-centered supportive services (Goal 2). In this case, we have consolidated multiple departmental functions in accordance with the Strategic Asset Management Principles, as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The maximum rental cost for the first year will be \$223,067, and will be subject to annual Consumer Price Index (CPI) adjustment capped at 4 percent.

3220 Rosemead	EXISTING LEASE	AMENDED LEASE	CHANGES
Area (Square feet)	12,305 sq. ft.	12,305 sq. ft.	None
Term	5/01/2005 to 4/31/2010 Month-to-month from 5/01/2010	Five- years upon Board approval	+Five years
Annual Base Rent	\$223,067 (18.13/sq ft.) full service	\$223,067 (\$18.13/sq ft.) full service	None
Parking	43 vehicles	43 vehicles	None
Cancellation	After 36 th month upon 60 days notice	After 36 th month upon 60 days notice	None
Option to Renew	None	None	None
Rental Adjustment	Annual CPI with a cap of 4 percent	Annual CPI with a cap of 4 percent	None

Sufficient funding for the proposed lease amendment is included in the 2010-11 Rent Expense budget and will be billed back to DA. Sufficient funding is available in the DA's 2010-11 operating budget to cover the proposed lease costs. The annual lease cost for the DA is 100 offset by State funding.

Although the Chief Executive Office (CEO) analysis provided for only 9,315 square feet of office space, this office is recommending renewal of the existing lease of 12,305 square feet of office space because it is anticipated that this group will be relocated to the Hall of Justice when that project is completed in early 2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing terms of the original lease will remain unchanged for the proposed amendment, and include the following provisions:

- Five-year lease extension with the rental rate of \$223,067 during the first year of the term.
- The lease continues on a full-service basis and provides parking for up to 43 vehicles, included in the rental rate.

- A cancellation provision is included in the lease amendment allowing the County to cancel the lease anytime after the 36th month of the extension period upon 60 days prior written notice.

The CEO Real Estate staff surveyed the service area to determine the market rate of comparable sites. Based upon said survey, staff has established that the base rental range including parking for similar property is between \$18 and \$24 per square foot per year full-service. Although the annual rent of \$18.13 per square foot for the base lease cost is at the low end of market for this area, the fact that the size is in excess of the demonstrated need, makes the effective rent near the upper end of the market. Nevertheless, because of the anticipated move to the Hall of Justice, relocation of this group is not advisable at this time. Attachment B shows County-owned and leased facilities within the search area for these programs and none are available to house these programs.

The Department of Public Works has inspected this facility and has reported that the building meets current standards for the County's occupancy.

Notices have been sent to the City of El Monte pursuant to Government Code Sections 65402 and 25352. The City has not objected to the proposed lease extension.

It is not feasible to house a child care center at the building. However, there are two County employee child care centers located nearby at 3220 Aerojet, El Monte and 9320 Telstar, El Monte.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this lease amendment is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board and Section 15301 of the State CEQA Guidelines (Existing Facilities).

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment No. 1 to Lease No. 75257 will allow the DA's VWAP and CVU to continue providing services to the public. The DA concurs with this recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return two originals of the executed Amendment No. 1 to Lease No. 75257, two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SK:WLD
CEM:TS:hd

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
District Attorney

**DISTRICT ATTORNEY
3220 ROSEMEAD BOULEVARD, EL MONTE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²	X		
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq ft of space per person? ² Space allows 286 sq ft per person due to the layout with two suites in two separate buildings.		X	
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? The lease cost is 100% State funded .		X	
	B	Is this a long term County program?	X		
	C	If yes to 2 B or C; is it a capital lease or operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered? The immediate availability of leased space at favorable lease terms makes this use more feasible at this time. The lease is cancelable after three years which allows for future planning of alternative housing.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located?			
		1. ___ The program clientele requires a "stand alone" facility.			
		2. ___ No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. <u>X</u> The Program is being co-located.			
	E	Is lease a full service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

**DISTRICT ATTORNEY
WITHIN 5 MILES OF CLARA SHORTRIDGE FOLTZ COURTHOUSE**

Laco	Name	Address	Gross SQFT	Net SQFT	Ownership	SQFT Available
3154	CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTR	210 W TEMPLE ST, LOS ANGELES 90012	683,388	516,275	OWNED	NONE
0156	HALL OF RECORDS	320 W TEMPLE ST, LOS ANGELES 90012	438,095	258,537	OWNED	NONE
0181	KENNETH HAHN HALL OF ADMINISTRATION	500 W TEMPLE ST, LOS ANGELES 90012-2713	958,090	592,835	OWNED	NONE
0142	EL PUEBLO REDEVELOPMENT PROPERTY-PLAZA HOUSE	507 N MAIN ST, LOS ANGELES 90012	15,618	11,154	OWNED	NONE
3155	PERFORMING ARTS CTR-DE LISA BLDG/THE ANNEX	301 N GRAND AVE, LOS ANGELES 90012	27,582	17,978	OWNED	NONE
0143	EL PUEBLO REDEVELOPMENT PROPERTY-VICKREY BLDG	501 N MAIN ST, LOS ANGELES 90012	34,350	29,710	OWNED	NONE
X015	LOS ANGELES COUNTY LAW LIBRARY	301 W 1ST ST, LOS ANGELES 90012	215,960	126,000	CONTRACT	NONE
0155	STANLEY MOSK COURTHOUSE	111 N HILL ST, LOS ANGELES 90012	668,096	489,254	OWNED	NONE
A429	CAO-REAL ESTATE DIVISION/ SERVICE INTEGRATION	222 S HILL ST, LOS ANGELES 90012	29,013	26,082	LEASED	NONE
5546	PH-CENTRAL PUBLIC HEALTH CENTER	241 N FIGUEROA ST, LOS ANGELES 90012	60,924	34,748	OWNED	NONE
B446	DHS-SKID ROW CLINIC	512 S SAN PEDRO ST, LOS ANGELES 90013	20,628	19,597	LEASED	NONE
5456	HEALTH SERVICES ADMINISTRATION BUILDING	313 N FIGUEROA ST, LOS ANGELES 90012	221,359	134,851	OWNED	NONE
Y013	DPSS-CIVIC CENTER DISTRICT/GROW CENTER OFFICE	813 E 4TH PL, LOS ANGELES 90013	39,956	25,158	OWNED	NONE
5979	CENTRAL ARRAIGNMENT COURTHOUSE	429 BAUCHET ST, LOS ANGELES 90012	65,494	46,440	FINANCED	NONE
A159	DISTRICT ATTORNEY-FIGUEROA PLAZA	201 N FIGUEROA ST, LOS ANGELES 90012	87,810	83,420	LEASED	NONE
A627	COUNTY ADMIN OFFICES-LA WORLD TRADE CTR	350 S FIGUEROA ST, LOS ANGELES 90071	52,516	49,890	LEASED	NONE
0808	CORONER-PUBLIC SERVICES/SKELETON STORE	1104 N MISSION RD, LOS ANGELES 90033	18,651	11,430	OWNED	NONE
5260	CORONER-ADMINISTRATION / INVESTIGATIONS BLDG	1102 N MISSION RD, LOS ANGELES 90033	22,479	14,251	OWNED	NONE
C760	DPSS-EAST L A GROW EMPLOYMENT SERVICES CENTER	2200 N HUMBOLDT ST, LOS ANGELES 90031	23,655	17,554	LEASED	NONE
B922	DPSS-WILSHIRE SPECIAL DISTRICT OFFICE	2415 W 6TH ST, LOS ANGELES 90057	46,228	42,065	LEASED	NONE
3102	JUVENILE HALL-ADMINISTRATION BUILDING-4	1605 EASTLAKE AVE, LOS ANGELES 90033	75,907	33,945	OWNED	NONE
C660	DPSS-GAIN PROGRAM REG IV/ MEDI-CAL OUTSTATION	2910 W BEVERLY BLVD, LOS ANGELES 90057	120,327	33,635	LEASED	NONE
4946	MED CTR-INTERNS & RESIDENTS BUILDING	2020 ZONAL AVE, LOS ANGELES 90033	142,448	79,494	OWNED	NONE
3100	NORTHEAST JUVENILE JUSTICE CENTER BLDG-1	1601 EASTLAKE AVE, LOS ANGELES 90033	47,579	34,727	OWNED	NONE
A360	DPSS-METRO NORTH AP/ CALWORKS DISTRICT OFFICE	2601 WILSHIRE BLVD, LOS ANGELES 90057	62,000	60,140	LEASED	NONE
X317	DCSS-LE SAGE COMPLEX 4 STORY BUILDING	3175 W 6TH ST, LOS ANGELES 90020	52,230	42,341	OWNED	NONE
A369	DCFS HEADQUARTERS ANNEX OFFICE	501 SHATTO PL, LOS ANGELES 90020	17,751	15,976	LEASED	NONE
A425	DCFS HEADQUARTERS OFFICE	425 SHATTO PL, LOS ANGELES 90020	81,912	77,816	LEASED	NONE
5805	MENTAL HEALTH COURTHOUSE	1150 N SAN FERNANDO RD, LOS ANGELES 90065	25,768	20,734	OWNED	NONE
C269	DPSS-LINCOLN HEIGHTS WS DISTRICT OFFICE	4077 N MISSION RD, LOS ANGELES 90032	26,000	18,575	OWNED	NONE
6578	DPSS-METRO EAST AP DISTRICT OFFICE	2855 E OLYMPIC BLVD, LOS ANGELES 90023	63,066	29,220	OWNED	NONE
A408	DCFS BORAX OFFICE	3075 WILSHIRE BLVD, LOS ANGELES 90010	132,488	105,568	LEASED	NONE
A600	CENTRAL CIVIL WEST COURTHOUSE	600 S COMMONWEALTH AVE, LOS ANGELES 90005	246,536	203,753	LEASED	NONE
B695	HEALTH-IMMUNIZATION PRGM/ENVIRONMENTAL HEALTH	695 S VERMONT AVE, LOS ANGELES 90010	73,194	69,368	LEASED	NONE
A413	HUMAN RESOURCES-WILSHIRE SQUARE TWO BUILDING	3333 WILSHIRE BLVD, LOS ANGELES 90010-4109	21,945	19,750	LEASED	NONE
6518	THE ADAMS & GRAND BUILDING	2615 S GRAND AVE, LOS ANGELES 90007	215,439	183,874	OWNED	NONE
5353	DPSS-METRO SPECIAL DISTRICT OFFICE	2707 S GRAND AVE, LOS ANGELES 90007	115,242	89,650	OWNED	NONE
5266	METROPOLITAN COURTHOUSE	1945 S HILL ST, LOS ANGELES 90007	213,159	136,422	FINANCED	NONE
A578	AUDITOR - SHARED SERVICES INITIATIVE	3470 WILSHIRE BLVD, LOS ANGELES 90010	21,500	20,425	LEASED	NONE
A424	DPSS-EQUITABLE PLAZA BUILDING	3435 WILSHIRE BLVD, LOS ANGELES 90010	65,872	62,578	LEASED	NONE
A532	PH HEALTH-WILSHIRE METROPLEX BUILDING	3530 WILSHIRE BLVD, LOS ANGELES 90010	113,027	101,920	LEASED	NONE
Y193	PARKS & RECREATION-HEADQUARTERS BUILDING	433 S VERMONT AVE, LOS ANGELES 90020	31,862	21,777	OWNED	NONE

**AMENDMENT NO. 1 TO LEASE NO. 75257
DISTRICT ATTORNEY
3220 ROSEMEAD BOULEVARD, EL MONTE**

This Amendment No.1 to Lease No. 75257 ("Amendment" or "Amendment No. 1") is made and entered into this _____ day of _____, 2010 by and between TOWN INVESTMENTS LLC, hereafter referred to as "Lessor" and COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Lessee".

RECITALS:

WHEREAS, Lessor and Lessee entered into Lease No. 75257 dated April 19, 2005, (the "Lease") pursuant to which Landlord leased to Tenant those certain premises located in Buildings "A" and "E" at 3220 Rosemead Boulevard, El Monte, California, ("Buildings") more particularly described as approximately 12,305 rentable square feet of office space consisting of Premises No. 1 which is 5,900 rentable square feet known as upper level of Building "A", Premises No. 2 which is 1,738 rentable square feet known as upper level of Building "E" and Premises No. 3 which is 4,667 rentable square feet known as upper level of Building "E" of the Building;

WHEREAS, the parties now wish to amend the Lease in certain respects:

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the following amendments are effective upon the date first above written:

1. Article 2(A) of the Lease (Original Term) is hereby amended, and the following is inserted:

(B) TERM EXTENSION: The term of the Lease shall be extended for a period of five (5) years effective August 1, 2010, or upon approval of this Amendment by the Board of Supervisors, whichever comes first and ending sixty (60) months thereafter (the "Extended Term"). Additionally, Lessee already occupies the Premises as of the date of this Amendment No.1.

(D) CANCELLATION OF LEASE: Lessee shall have the right to cancel this Lease at any time after the thirty-sixth (36th) month of the Extended Term by giving Lessor sixty (60) days prior notice, by letter from Lessee's Chief Executive Office ("CEO") of its intention to cancel.

2. Article 3 of the Lease is hereby deleted and the following inserted in substitution thereof:

RENT: Lessee hereby agrees to pay as rent for the Premises during the term hereof the sum of Eighteen Thousand Five Hundred-eighty eight and 92/100 Dollars (\$18,588.92) per month or \$1.51 per rentable square foot per month. Lessee shall pay

Lessor all rent and other payments due to Lessor hereunder provided Landlord files a payment voucher therefore prior to the commencement of the Extended Term and thereafter annually during the month of July with the Auditor of the County of Los Angeles (the "County"). Rent for any partial month shall be prorated in proportion to the number of days in such month. Commencing on the first calendar anniversary of the commencement of the Extended Term, and on each calendar anniversary thereafter, the monthly rent as set forth above shall be adjusted pursuant to Paragraph 27 of the Lease with the New Base being \$18,588.92 and the Index being the Index for the month prior to the month the Amendment commences.

3. Article 30 of the Lease is hereby deleted in its entirety and the following shall be inserted in its place:

30. IRREVOCABLE OFFER:

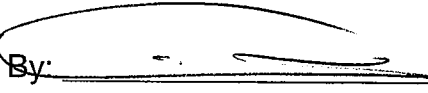
In consideration for the time and expense that Lessee will invest including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the County Real Estate Management Commission (if applicable) in reliance on Lessor's covenant to lease to Lessee under the terms of this lease offer, the Lessor irrevocably promises to keep this offer open until July 31, 2010.

4. If there are any inconsistencies, variances or differences between any provision of the Lease and a provision of this Amendment No. 1, the provisions of this Amendment No. 1 shall prevail and control. The Lease, as amended, is ratified, confirmed and approved.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 1 or caused it to be executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR

By: TOWN INVESTMENTS LLC

By:  , Pres.

ATTESTED:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

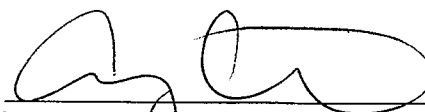
LESSEE

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By:  _____
Amy M. Caves
Senior Deputy